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CONSTITUTIONAL LAW—PENALTY FOR BREACH OF LABOR CONTRACTS.—Plaintiff sues for a writ of Habeas Corpus. He was indicted, arrested and imprisoned under an act of the Legislature making it a penal offense, for any person who has contracted in writing to labor for another for a specified time, to leave that employment without the consent of the employer and without sufficient excuse and take up employment of a similar nature with another, without first giving the latter notice of the prior contract. Plaintiff's contention is that such statute violates the state constitution and the 14th amendment to the constitution of the United States. *Held*, that the law is unconstitutional and void. *Toney v. State* (1904), — Ala. —, 37 So. Rep. 332.

The decision is supported by high authority. The Supreme Court of the United States has declared that, "the liberty mentioned in the amendment is not only the right of the citizen to be free from the mere physical restraint of his person, as by incarceration, but the term is deemed to embrace the right of the citizen to be free in the enjoyment of all his faculties; to be free to use them in all lawful ways; to live and work where he will; to earn his livelihood by any lawful calling; to pursue any livelihood or occupation and for that purpose to enter into all contracts that may be proper, necessary and essential to his carrying out to a successful end the purposes above mentioned," *Allgeger v. Louisiana*, 165 U. S. 578, 17 Sup. Ct. Rep. 427. This very statute was construed in the *Peonage Cases* (1903), 123 Fed. Rep. 671, and Justice Jones of the Federal Circuit for Alabama rendered a very strong opinion declaring the law unconstitutional and void. Occupations there are in which the public has such interest as will make them subject to statutory regulations or even prohibitions, as the case of railroad employees in actual performance of their duties; but in the present case the restraint imposed upon laborers seems wholly unwarrantable.

CONTRACT—MUTUALITY—SPECIFIC PERFORMANCE.—A contract by which a producer sells hops of a certain quantity and quality, to be grown during a period of five years, the purchaser to make advances each year for cultivating and picking purposes, to pay the balance of the purchase price on delivery and acceptance, and to have the privilege of taking the hops, or enough to cover the advances, and to exercise his judgment as to whether they are of the quality contracted for, *Held*, not wanting in mutuality. *Livesley et al. v. Johnston et al.* (1904), — Ore. —, 76 Pac. Rep. 946.

The defendants urge that if the hops were not of the quality agreed upon, "according to the judgment" of plaintiffs, they were given the privilege of taking the hops, or not, subject to their mere will or caprice—thus nullifying the promise to purchase, and rendering it of no binding effect upon them. The purchaser of a commodity has the right of inspection before acceptance, but he exercises it at his peril, and must act in good faith and with honesty of purpose, and cannot be heard to express dissatisfaction which is wholly feigned or simulated. *Baltimore & Ohio Railroad Co. v. Brydon*, 65 Md. 198, 9 Atl. 126, 57 Am. Rep. 318; 1 MECHEM SALES, §§ 663-668; *Campbell Printing Press Co. v. Thorp*, 36 Fed. 414, 1 L. R. A. 645. Nor is it contrary to public policy for parties to contract that the decision of one or the other shall be con-